

First Onsite Property Restoration Wisconsin Contract Addendum

NOTICE OF LIEN RIGHTS: As required by Wisconsin Construction Lien Law, First Onsite hereby notifies Owner that persons or companies performing, furnishing, or procuring labor, services, materials, supplies, plans, or specifications for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to First Onsite, are those who contract directly with the Owner or those who give the Owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans, or specifications for the construction. Accordingly, Owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. First Onsite agrees to cooperate with Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.

Notice of Consumer's Right to Receive Lien Waivers: If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors. For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

NOTICE OF CONSTRUCTION DEFECTS AND RIGHT TO REPAIR:

First Onsite and Owner agree to comply with Wisconsin Statute 895.07 with regards to requirements of Notice and the Right to Cure before commencing any formal proceeding to resolve the dispute. Buyer acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Buyer at the date that this Contract is signed.

Notwithstanding anything to the contrary in the Work Agreement, First Onsite shall not be obligated to replace or repair any Defect, as defined below, or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (i) Buyer's improper or insufficient maintenance of the Building or improper or insufficient maintenance or operation of any of the Building's systems; (ii) natural occurrences beyond First Onsite's control; (iii) an act or omission of Buyer or any third parties not under First Onsite's control, including, but not limited to, work performed by the Buyer or by Buyer's subcontractors; or (iv) normal wear and tear and normal usage.

In the event of an alleged construction or design defect arising out of or relating to the Work Agreement, including, but not limited to, breach of warranty, incomplete work, or any other condition of the Building (the "Defect"), Buyer shall notify First Onsite through written notice of any such Defect, regardless of the cause or source, promptly upon Buyer's discovery of the Defect. Buyer shall thereafter provide Builder with reasonable access during normal working hours to the Building for the purpose of investigating, testing and examining the Defect. If the Defect is covered by First Onsite's warranty then First Onsite shall be given reasonable access to the Building and a reasonable amount of time to, at First Onsite's sole option, replace or repair the Defect.

CUSTOMER'S RIGHT TO CANCEL: This Work Agreement may be cancelled unilaterally by the Owner by notifying First Onsite in writing within three (3) calendar days after signing this agreement. In the event of cancellation of this agreement by the Owner thereafter, First Onsite shall receive immediate reimbursement from the Owner for all expenses incurred to that date.

The following only applies where First Onsite is performing work on the exterior of the structure:

Please indicate whether, to the best of your knowledge, the work contemplated by this contract is related to a claim under a property insurance policy:

- YES, to the best of my knowledge, the work contemplated by this contract is related to a claim under a property insurance policy.**

- NO, to the best of my knowledge, the work contemplated by this contract is not related to a claim under a property insurance policy.**

Date: _____

Customer's signature: _____

First Onsite's signature: _____

You may cancel this contract at any time before midnight on the third business day after you have received written notice from your insurer that the claim has been denied in whole or in part under the property insurance policy. See the attached notice of cancellation form for an explanation of this right.

NOTICE OF CANCELLATION

If you are notified by your insurer that the claim under the property insurance policy has been denied in whole or in part, you may cancel the contract by personal delivery or by mailing by 1st class mail a signed and dated copy of this cancellation notice or other written notice to First Onsite at 6200 S. Syracuse Way, Suite 230, Greenwood Village, CO 80111, Attn: Chief Legal Officer at any time before midnight on the third business day after you have received the notice from your insurer. If you cancel the contract, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within 10 days following receipt by the contractor of your cancellation notice.

I CANCEL THIS CONTRACT

Date: _____

Customer's signature: _____